

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 20 TO LEASE NO. GS-11P-LVA01970
ADDRESS OF PREMISES 2451 Crystal Drive Arlington, VA 22202-4804	PDN Number:

THIS AMENDMENT is made and entered into between **Fifth Crystal Park Limited Partnership** whose address is c/o JBGS/OP Management Services L.L.C. 4445 Willard Avenue, Suite 400, Chevy Chase, MD 20815

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government: **WHEREAS**, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended upon execution by the Government as follows:

Pursuant to the following terms and conditions, the Lease shall be extended for approximately 26.5 months years commencing on January 18, 2018 and expiring on March 31, 2020.

1. Extension Term: This Lease Amendment (LA #20) is issued to extend the above referenced lease effective January 18, 2018 through March 31, 2020.
2. Premises: The lease is being extended for the entire leased premises consisting of 61,256 BOMA rentable square feet (RSF) / 49,323 ANSI BOMA Office Area Square Feet (ABOA SF) of office space located on a portion of the first (1st) floor for 3,583 RSF / 3,088 ABOA SF, the entire second (2nd) floor for 31,791 RSF / 25,613 ABOA SF, and a portion of the third (3rd) floor for 25,882 RSF / 20,622 ABOA SF of the building known as 2451 Crystal Drive, located at 2451 Crystal Drive, Arlington, Virginia. Also included in the leased premises are Fifty (50) unreserved parking spaces provided via parking permits.
3. Annual Rent: Effective January 18, 2018, the total annual rent shall be \$2,602,705.68 consisting of \$2,482,705.68 (b) (4) per RSF) for the office space and \$120,000.00 for Fifty (50) unreserved parking spaces provided via permits. Rent shall be payable at the rate of (b) (4) per month in arrears. The annual rent does not include a tenant improvement allowance, building security amortized capital, or a commission payable to any broker representing the Government.

This Lease Amendment contains 2 pages.

All other terms and conditions of the Lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Fifth Crystal Park Associates Limited Partnership
By: CESC Park Five Manager L.L.C.

Signature: (b) (6)
Name: (b) (6)
Title: **Authorized Signatory**
Date: _____

FOR THE GOVERNMENT:

Signature: (b) (6)
Name: **Sylvia H. Nicolas**
Title: **Lease Contracting Officer**
GSA, Public Buildings Service
Date: **NOV 30 2017**

WITNESSED FOR THE LESSOR BY

Signature: (b) (6)
Name: (b) (6)
Title: **Leasing Coordinator**
Date: **11-8-17**

4. Operating Expenses: During the extension term, for the purpose of CPI adjustments required in Section 3.7 of SFO Number 06-019, the next operating cost adjustment shall be effective January 18, 2018 utilizing the current adjusted base of \$372,023.27 included in the annual rent. This base amount for the operating costs is inclusive of the cost for the Lessor to provide daytime cleaning services for the entire premises.
5. Real Estate Taxes: During the extension term, for the purpose of real estate tax adjustments required in Sections 3.5 and 3.6 of SFO No. 06-019, tax adjustments for the initially leased premises in the Standard Form 2 are based on a Government's percentage of occupancy of 8.68% and using the base year of 1/18/2008 – 1/17/2009 as established during the initial lease term, and the tax adjustments for the expansion space accepted in LA Number 11 are based on a Government's percentage of occupancy of 6.33% and using as the base year of Calendar Year 2013 as established during initial lease term. Per this LA, real estate tax adjustments shall continue to be processed without interruption.
6. Acceptance of Existing Conditions: The Government agrees to accept the Leased Premises and the Building Shell Requirements "as existing", and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or condition are to be "in good repair and tenantable condition" at the time of the commencement of the extension term. The acceptance of the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the lease.

All other terms and conditions from the base lease remain unchanged.

INITIALS:  & 
LESSOR GOVT